

Paper Handlers' and Sheet Straighteners' Union Local No. 1, International Printing and Graphic Communications Union, AFL-CIO and American Bank Note Company and New York Plate Printers' Union, Local No. 58, International Plate Printers', Die Stampers' & Engravers' Union of North America, AFL-CIO. Case 2-CD-632

August 17, 1981

DECISION AND DETERMINATION OF DISPUTE

**BY CHAIRMAN FANNING AND MEMBERS
JENKINS AND ZIMMERMAN**

This is a proceeding under Section 10(k) of the National Labor Relations Act, as amended, following a charge filed by American Bank Note Company, herein the Employer, alleging that Paper Handlers' and Sheet Straighteners' Union Local No. 1, International Printing and Graphic Communications Union, AFL-CIO, herein Respondent or the Paper Handlers, had violated Section 8(b)(4)(D) of the Act by engaging in certain proscribed activity with an object of forcing or requiring the Employer to assign certain work to employees it represented rather than to employees represented by New York Plate Printers' Union, Local No. 58, International Plate Printers', Die Stampers' & Engravers' Union of North America, AFL-CIO, herein the Plate Printers.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Pursuant to notice, a hearing was held before Hearing Officer Michael J. DiMattia on March 13, 1981. All parties appeared and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to adduce evidence bearing on the issues.

Upon the entire record in this proceeding, the Board makes the following findings:

I. THE BUSINESS OF THE EMPLOYER

The parties stipulated, and we find, that the Employer, a New York corporation with its principal place of business in Bronx, New York, is engaged in the printing of security documents. During the past year, the Employer purchased goods from outside the State of New York having a value in excess of \$50,000. The parties also stipulated, and we find, that the Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.

II. THE LABOR ORGANIZATIONS INVOLVED

The parties stipulated, and we find, that Paper Handlers' and Sheet Straighteners' Union Local No. 1, International Printing and Graphic Communications Union, AFL-CIO, and New York Plate Printers' Union, Local No. 58, International Plate Printers', Die Stampers' & Engravers' Union of North America, AFL-CIO, are labor organizations within the meaning of Section 2(5) of the Act.

III. THE DISPUTE

A. Background and Facts of the Dispute

American Bank Note Company is engaged in the business of printing security documents. The Employer recently purchased a Giori printing press, the only one in the New York area, to use in printing multicolored foreign currency. The press operates in two modes: interleaving and non-interleaving. When operating in the interleaving mode, material is inserted between the sheets of printed matter to allow the ink print to dry without transferring ink from one printed sheet to another. In this mode, the printed material coming off the press stacks to a level of 3,000 or more sheets, and is removed by the use of a forklift operated by employees represented by the Paper Handlers. When operating in the non-interleaving mode, material is not inserted between the sheets of printed matter to facilitate the drying process. Rather, the finished printed documents are stacked automatically in smaller stacks, 500 to 1,000 sheets, on metal trays called delivery boards. Two individuals then manually remove the delivery boards from the press and place them on a skid.

The Giori press has only been run on one occasion, February 5, 1981, in the non-interleaving mode. On that occasion, the Employer assigned the work of removing the delivery boards containing the finished printed materials from the press onto skids to employees represented by the Plate Printers. The evidence indicates that on February 5, 1981, the Paper Handlers engaged in a brief work stoppage in response to the Employer's assignment of the unloading of the non-interleaved paper to plate printers. On February 10, 1981, an agent of the Paper Handlers claimed the work in dispute and threatened the Employer that the Paper Handlers would engage in another work stoppage the next time the Employer operated the Giori press in the non-interleaving mode and assigned the work of removing the non-interleaved paper to employees represented by the Plate Printers.

B. *The Work in Dispute*

The work in dispute involves the manual unloading of non-interleaved printed paper on delivery boards, off the automatic delivery system of the Giori press, onto skids, in the printing department of the Employer's facility in Bronx, New York.

C. *The Contentions of the Parties*

The Employer contends that it has assigned the removal of the non-interleaved printed material from the Giori press to employees represented by the Plate Printers for reasons of economy and efficiency, and prefers to continue that assignment. According to the Employer, the press operator, represented by the Plate Printers, is generally responsible and most familiar with the press, and is always available at the press to load paper as needed. If the work were assigned to employees represented by the Paper Handlers, however, two additional employees would have to be assigned to perform the work. The Employer prefers to have one employee accountable for any problems occurring with the press. The Plate Printers agrees with the contentions of the Employer.

The Paper Handlers contends that the disputed work should be assigned to employees it represents based on its work jurisdiction as defined in its collective-bargaining agreement with the Employer. The Paper Handlers denies that assignment of the work to employees it represents would be costly, inefficient, or require permanent assignment of two additional employees. Rather, it contends that those employees could perform this function in the course of their other duties, which consist mainly of transporting stacks of paper to and from the press.

D. *Applicability of the Statute*

Before the Board may proceed with a determination of the dispute pursuant to Section 10(k) of the Act, it must be satisfied that there is reasonable cause to believe that Section 8(b)(4)(D) has been violated and that the parties have not agreed upon a method for the voluntary adjustment of the dispute.

The evidence indicates, and we find, that on or about February 5, 1981, the paper handlers engaged in a brief work stoppage in response to the disputed work being assigned to employees represented by the Plate Printers. On February 10, 1981, Richard Williams, the Paper Handlers shop steward, informed the Employer that, if the disputed work were not assigned to employees represented by the Paper Handlers, the paper handlers would engage in another work stoppage. No party contends that they have agreed upon a method for the

voluntary adjustment of this dispute. On the basis of the entire record, we conclude that there is reasonable cause to believe that a violation of Section 8(b)(4)(D) has occurred and that there exists no agreed-upon method for the voluntary adjustment of the dispute within the meaning of Section 10(k) of the Act. Accordingly, we find that this dispute is properly before the Board for determination.

E. *Merits of the Dispute*

Section 10(k) of the Act requires the Board to make an affirmative award of disputed work after giving due consideration to various factors.¹ The Board has held that its determination in a jurisdictional dispute is an act of judgment based on commonsense and experience reached by balancing those factors involved in a particular case.²

The following factors are relevant in making the determination of the dispute before us:

1. Collective-bargaining agreements

The Employer has current collective-bargaining agreements with both the Plate Printers and Paper Handlers. These contracts are both in evidence, but we find that they are not useful in making our determination. Although both the Plate Printers and the Paper Handlers can cite contract language that arguably supports their respective positions, it is clear that neither contract specifically mentions the work in dispute. Thus, the collective-bargaining agreements favor neither the Plate Printers nor the Paper Handlers in this dispute.

2. Employer assignment and practice

The Employer has only recently acquired the Giori press and has only run the press 1 day. Where an employer institutes a new production process, the Board will determine company practice regarding work assignment by comparing the nature of the tasks involved in the new process to the tasks traditionally performed by employees, rather than by comparing the *function* in the production process of the disputed work to that of the employees' traditional work.³ Therefore, the important characteristic of the work disputed here is not that it involves handling of a completed product,

¹ *N.L.R.B. v. Radio & Television Broadcast Engineers Union, Local 1212, International Brotherhood of Electrical Workers, AFL-CIO* [Columbia Broadcasting System], 364 U.S. 573 (1961).

² *International Association of Machinists, Lodge No. 1743, AFL-CIO (J. A. Jones Construction Company)*, 135 NLRB 1402 (1962).

³ *Cf. International Union of Operating Engineers, Local 8 and/or 399, AFL-CIO (Pabst Brewing Company)*, 238 NLRB 1302, 1304 (1978) (contractual provision and past practice regarding assignment of tasks involved in old method of water purification irrelevant to assignment of different tasks required for a new method).

but that it involves the removal of the finished product from an integral part of the press.

In the past, the practice of the Employer has been to assign tasks involving operations of integral parts of the press to plate printers.⁴ The Employer is satisfied with the results of its assignment and prefers that plate printers continue to perform this aspect of the integral working of the Giori press. Thus, employer assignment and practice clearly weigh in favor of awarding the work to employees represented by the Plate Printers.

3. Area practice

The record indicates that there is only one Giori press in the New York area. The common practice in the area is thus not relevant.

4. Employee skills and efficiency of operation

The record indicates that both groups of employees possess the necessary skills to perform the removal of the printed sheets from the Giori press when it is operating in the non-interleaving mode. However, the Employer contends that the manual removal of the non-interleaved printed material from the Giori press could be performed by plate printers as part of their normal duties and would not require hiring any additional employees. If the work were assigned to paper handlers, the possibility exists that two additional employees would be required because employees represented by the Paper Handlers are not constantly at the site of the Giori press. Therefore, we find that efficiency of operation favors assignment of the disputed work to employees represented by the Plate Printers.

Conclusion

Upon the record as a whole, and after full consideration of all relevant factors involved, we conclude that employees who are represented by New York Plate Printers' Union, Local No. 58, are entitled to perform the work in dispute. We reach this conclusion relying on the nature of the tasks as compared to the nature of tasks performed in the

past by plate printers and paper handlers at the Employer's facility, employer assignment and practice, and employee skills and efficiency of operations. In making this determination, we are awarding the work in question to employees who are represented by New York Plate Printers' Union, Local No. 58, but not to that Union or its members. The present determination is limited to the particular controversy which gave rise to this proceeding.

DETERMINATION OF DISPUTE

Pursuant to Section 10(k) of the National Labor Relations Act, as amended, and upon the basis of the foregoing findings and the entire record in this proceeding, the National Labor Relations Board makes the following Determination of Dispute:

1. Employees of American Bank Note Company who are represented by New York Plate Printers' Union, Local No. 58, International Plate Printers', Die Stampers' & Engravers' Union of North America, AFL-CIO, are entitled to perform the work of manually unloading non-interleaved printed paper on delivery boards, off the automatic delivery system of the Giori press, onto skids, in the printing department of the Employer's facility in Bronx, New York.

2. Paper Handlers' and Sheet Straighteners' Union Local No. 1, International Printing and Graphic Communications Union, AFL-CIO, is not entitled by any means proscribed by Section 8(b)(4)(D) of the Act to force or require American Bank Note Company to assign the disputed work to employees represented by that labor organization.

3. Within 10 days from the date of this Decision and Determination of Dispute, Paper Handlers' and Sheet Straighteners' Union Local No. 1, International Printing and Graphic Communications Union, AFL-CIO, shall notify the Regional Director for Region 2, in writing, whether or not it will refrain from forcing or requiring the Employer, by means proscribed by Section 8(b)(4)(D) of the Act, to assign the disputed work in a manner inconsistent with the above determination.

⁴ See *Paper Handlers' and Sheet Straighteners' Union Local No. 1, International Printing and Graphic Communications Union, AFL-CIO (American Bank Note Company)*, 255 NLRB 261 (1981).